



# REQUEST FOR COMPETITIVE BIDS

<b>DATE ISSUED:</b>	02/21/2023
<b>TITLE:</b>	Loveland City Schools High School HVAC Controls Replacement
<b>CONTRACT ADMINISTRATOR NAME:</b>	John Ames
<b>EMAIL CONTACT:</b>	amesjo@lovelandschools.org
<b>METHOD OF AWARD:</b>	LOWEST RESPONSIBLE BIDDER PER R.C. 3313.46

Loveland City Schools will receive bids in sealed envelopes marked “2023 Loveland High School HVAC Control Replacement Re-Bid” at the following addresses: Loveland City School District, 757 South Lebanon Road, Loveland, OH 45140, Attn: John Ames

**BIDS MUST BE RECEIVED NO LATER THAN: 03/10/2023 @ 2:00 PM, EST**

Bids will be opened and read publicly immediately after the deadline for submission of bids at the Administrative Office Building, 757 South Lebanon Road, Loveland, OH 45140. Bids and any subsequent negotiations shall be held confidential to the extent permitted by law until a final contract agreement is awarded, at which time the file shall be made a matter of public record and may be reviewed by any requesting party.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by Ohio revised code 2921.11:

1. That I am the Offeror (if the Offeror is an individual), a partner in the Offeror (if the Offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation):
2. That the attached Request for Competitive Bids covering Loveland City Schools High School HVAC Controls Replacement have been arrived at by the Offeror independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Request for Competitive Bids, designed to limit independent bidding or competition:
3. That the contents of the bid(s) have not been communicated by the Offeror or its employees or agents to any persons not an employee or agent of the Offeror or its surety; on any bond furnished with the bid(s) and will not be communicated to any such person prior to the official bid(s):
4. That the Offeror is legally entitled to enter into the contracts with the State of Ohio and is not in violation of any prohibited conflict of interest.
5. Offeror and its affiliates are duly registered with the Ohio Department of Taxation to collect and remit the sales and use tax imposed by Ohio Revised Code Title 57 to the extent required by Ohio law: and will remain registered for the duration of any contract awarded. Furthermore, Offeror is not delinquent on any state taxes or fees owed to the state of Ohio and will remain in good standing for the duration of any contract awarded.
6. That I have fully informed myself regarding the accuracy of the statements made above.

**NOTICE**

1. Any agreement of collusion among Offerors or prospective Offerors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any firm/person who violates any provisions of Ohio Revised Code Chapter 13 shall be guilty of a felony.

<b>Name of Company:</b>		<b>Date:</b>
<b>Address:</b>		<b>Phone:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Payment Terms:</b>	<b>This offer is valid for _____ calendar days from the date this proposal is received</b>	<b>E-Mail Address:</b>
<b>Shipping Terms:</b> FOB Destination, Freight Prepaid and Added to Invoice	<b>Print Name:</b>	<b>Web Address:</b>
<b>Federal Employer ID:</b>	<b>Signature:</b>	

**VENDOR IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH PROPOSAL**

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## NO BID RESPONSE

Please be advised that our company does not wish to submit a bid in response to the above-mentioned project for the following reason(s):

- Too busy at this time
  - Not engaged in this type of work
  - Project is too large or small
  - Cannot meet mandatory specifications (Please specify below)
  - Other (Please specify)
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Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip

Title

Please Hard Copy deliver or Email to:

John Ames  
Business Manager  
amesjo@lovelandschools.org

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## LOVELAND CITY SCHOOLS HIGH SCHOOL HVAC CONTROLS REPLACEMENT

Loveland City Schools will receive competitive bids for the replacement of the existing HVAC Controls System at Loveland High School. The HVAC Control Contractor will be the prime contractor for this project.

Bidders will need to furnish manufactures specifications, measurements, and submittal data sufficient to determine compliance with the criteria set forth in the plans and specifications.

**PURSUANT TO R.C. 153.12, THE ESTIMATED COST OF THIS PROJECT IS \$1,100,000.**

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## **INSTRUCTIONS TO BIDDERS**

### **PREPARATION OF OFFERS**

Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the solicitation and print or type their Name, Company Name, Address, Telephone Number and Date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished to the School District.

### **AUTHORITY TO CONTRACT**

Offeror and the Principal signing on its behalf, certify that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in Ohio, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

### **PRE-CONTRACTUAL EXPENSE**

The School District shall not, in any event, be liable for any pre-contractual expenses incurred by the Offeror in the preparation of their proposal. Offeror shall not include any such expenses as part of their bid.

Pre-Contractual expenses are defined as expenses incurred by the Offeror in:

- 1) Any and all expenses incurred in the preparation of the bid in response to this RFP;
- 2) Any and all expenses incurred with submitting that bid to the School District;
- 3) Any and all expenses incurred while negotiating with the School District any matter related to this bid (such as travel expenses, etc.);
- 4) Any other expenses incurred by the Offeror prior to effective date of the contract.

### **MULTIPLE REQUEST FOR PROPOSALS**

Only one response per company will be accepted.

### **AMENDMENTS TO REQUEST FOR PROPOSAL & ADDITIONAL INFORMATION**

Amendments to this Request for Competitive Bids may be necessary prior to the closing date, and will be furnished in the form of written addenda that will be posted by the School District.

Oral communication with any person(s) will not be construed as an amendment to the specifications, unless converted to the form of written addenda and posted by the School District.

### **INTERPRETATION OF REQUEST FOR COMPETITIVE BIDS**

If any potential Offeror contemplating the submission of a Request for Competitive Bids has any doubt as to the true meaning of any part of the invitation, he/she should contact **John Ames** via e-mail at [amesjo@lovelandschools.org](mailto:amesjo@lovelandschools.org). Any interpretation of the specifications will be made by written addenda duly issued and posted by the School District.

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## **RESTRICTIONS ON COMMUNICATIONS**

From the issue date of this Request until the issuance of a Notification of Award, each Offeror's sole point of contact will be:

• **John Ames, Business Manager, [amesjo@lovelandschools.org](mailto:amesjo@lovelandschools.org)**

No Offeror should attempt to contact or meet with any district representatives. In order to insure fair and equal treatment, only questions submitted in writing by the date established within this Request for Competitive Bids will be considered responsive. Written responses will then be distributed via addendum.

It is understood that an Offeror may have an existing business relationship with a School District representative that must be maintained during the Request for Competitive Bid process. Normal business contact is permitted. This contact cannot include any discussion of an active Request for Competitive Bid process. Violation of this provision could result in the School District rejecting any bid(s) from the offending Offeror.

## **QUESTIONS**

Any Offeror requesting clarifications to this Request for Competitive Bids must submit their questions, in writing, for official response by the School District. Questions should be submitted via email to John Ames at [amesjo@lovelandschools.org](mailto:amesjo@lovelandschools.org) no later than March 6, 2022, 2:00 PM, EST. The School District will provide a written response to all questions received by the stated date and time, by way of an addenda. -

## **JOB-SITE TOURS**

Each Offeror, before submitting a bid, may visit the site, check the measurements and thoroughly familiarize himself/herself with all existing conditions likely to be encountered in the work to be done under the contract. Any technical errors or omissions in the technical specifications should be reported to the buyer whose name appears on the face of the Request for Competitive Bids so (within seven (7) days before bid opening) an official addendum can be issued.

The submission of a bid will be construed as evidence that a visit and examination of the site has been made. Later claims for labor, equipment, or materials required or difficulties encountered, which could have been foreseen had such an examination been made, will not be recognized.

## **COVID-19 SAFETY REQUIREMENTS**

Bidders, awardees, their subcontractors and all associated personnel, while on any Loveland School District property, must be in full compliance with all current state, local, and/or federal public health guidance for the prevention of spread of COVID-19.

## **MODIFICATION OR WITHDRAWAL OF OFFERS**

Bids may be withdrawn and modified by written notice received prior to the exact hour and date specified for receipt of offers. A bid may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he/she signs a receipt acknowledging the withdrawal, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Bids received at the office designated in this Request after the exact hour and date specified for receipt will not be considered. Bids that have clerical errors or any irregularity are subject to correction only with concurrence of the School District.

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### **INTERVIEW AND NEGOTIATION SESSIONS**

Request for additional information and /or interviews may be required with any Offeror submitting a responsive bid. The School District does however reserve the right to limit any on-campus and /or teleconference interviews to the lowest two or three bidders

### **DISPOSITION OF PROPOSALS**

All bids become the property of the Loveland City School District. The successful bid will be incorporated into the resulting contract by reference.

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## **TERMS AND CONDITIONS**

Offeror shall not include any additional Terms and Conditions. Inclusion of any additional Terms and Conditions of the Offeror may be cause for rejection of a bid.

### **FIRM PRICING**

Unless otherwise provided, negotiated, or otherwise agreed upon, prices will be considered firm for the entire duration of the established contract period. Prices bid subject to qualifications such as: in effect on receipt of contract/order, escalation or other variables, may be rejected as non-responsive.

### **FOB DESTINATION**

All bids in response to this Request for Competitive Bids must be on the basis of F.O.B. to the School District, all freight prepaid and included in the Unit Price. No other terms are acceptable; any proposals that do not comply with the above will be rejected. The contractor will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the contractor.

### **DELIVERIES**

Unless otherwise specified in the Request for Competitive Bids, delivery at the earliest possible date is desired.

Offeror must quote actual delivery time; estimates are not appropriate. If necessary, Offeror should contact manufacturer for delivery time on products not in stock.

As provided in this Request for Competitive Bids, the Offeror will clearly state in their bid the time required for the delivery upon receipt of contract, or purchase order. Delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" have no meaning and will cause for rejecting the proposal.

### **ALTERNATE BRANDS/SPECIFICATIONS**

Unless otherwise specified, brands referenced in this Request are meant to provide a historical account of purchases and to establish a minimum standard of quality only. Offerors may propose brand(s) that they consider to be equal or closely comparable.

Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the School District to meet or exceed fully the maximum essential and salient characteristics referenced in the Request. The burden of proof of equality shall be the responsibility of the Offeror. If the Owner judges the material or equipment is not equal to that named in the specifications, the bid shall be rejected. The Owner's decision shall be final.

Offerors proposing alternate brands, must enclose descriptive literature with their bid so that the equality can be verified. Failure to enclose sufficient literature may result in the rejection of the bid.

When specified brand names are not changed, it will be assumed that the Offerors are proposing to furnish those brands. The contracts will be written accordingly, and the successful firm will be required to deliver the brands named.

### **TAXES**

The Loveland City School District is tax exempt from the provision of the Ohio Sales and/or Use Tax on materials and equipment under this solicitation. All Offeror's or contractors shall take this into consideration when submitting their bid. Exemption certifications will be furnished to cover sales and excise tax exemption where applicable and when requested by the vendor.

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Offerors are informed that material purchased by the contractor, for the performance of this contract for the Loveland City School District, are **not exempt** from the provisions of the Ohio Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the bid amount as no adjustments will be permitted and/or made after the fact.

Federal Excise Tax

The Loveland City School District may be entitled to exemption from Federal Excise Tax. The Offeror shall take this into consideration when preparing their RFP response.

**SUSTAINABILITY**

The Loveland City School District is dedicated to acquiring products and services that are consistent with our commitment to sustainability. For the purpose of judging sustainability, the following considerations apply:

Sustainable Development is enhanced through sound Environmental, Social and Economic practices and technologies that minimize or eliminate waste and negative impacts on current resources.

The District seeks products and services that pose no significant risk to human health or environmental quality when compared with competing products or services that serve the same purpose. This comparison, where applicable, may consider raw materials and energy acquisition; production and manufacturing; packaging and distribution; and the operation, maintenance, reuse, recyclability or disposal of a product. Materials, products, and workers from the local region are preferred sources, along with companies/contractors that can demonstrate efforts to ensure worker protections and to restore or enhance the environment.

**INSPECTION**

All supplies and equipment shall be subject to inspection or test by the School District prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirement, the School District shall have the right to reject them or require acceptable correction at the vendor's expense.

**WARRANTY**

Offeror warrants that all materials and equipment furnished in connection with this bid will be new unless otherwise approved by the School District and shall be free from defects (including defects in design and fit) and suitable for the intended purposes. Offeror must include a statement of manufacturer's standard warranty with their response.

Offerors bidding on a commodity with a product warranty involved must be able to offer service by their company or through a servicing agency. A list of such agency or agencies must be included with the proposal.

Equipment will be serviced by:

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(Include name and address)

A copy of the warranty will be furnished upon delivery of equipment to the School District. Warranties shall remain in effect for one (1) year following the School District's acceptance of the materials and equipment or for the duration of the manufacturer's standard warranty period if such period exceeds one year.



Payment to the vendor shall constitute acceptance by the School District. In the event of unacceptable/faulty equipment, the School District will contact the vendor for prompt replacement.

All warranties shall begin no earlier than upon delivery and acceptance by the School District. Warranties for product(s) procured on the District Credit Card shall be exempt from “acceptance” upon payment.